



ARIZONA STATE UNIVERSITY

Amendment #2
Independent Contractor Agreement for Services
RFP 331701

This Amendment #2 amends the Agreement effective June 7, 2017 between the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY ("ASU") and Ticketmaster, LLC ("Vendor") as previously amended (the "Agreement").

WHEREAS, Section 8.3 of the Agreement provides that Vendor may engage its subcontractors and make available to ASU certain advertising services, retargeting, social media marketing, programs and other related services ("Additional Advertising Services");

WHEREAS, IOMEDIA Technologies, LLC, a subsidiary of Ticketmaster, LLC (hereinafter "IOMEDIA") is acting as a subcontractor and is in the business of providing such Additional Advertising Services;

The parties agree to amend the Agreement as follows:

1. Order Form No. 1 is hereby attached and incorporated into the Agreement.

All other terms and conditions shall remain the same as outlined in the Agreement, as amended.

The parties have caused this Amendment to be signed by their duly authorized representatives on the date set forth below.

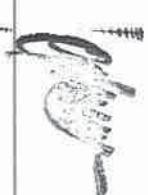
THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY:

TICKETMASTER, LLC:

DocuSigned by:


By:
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Printed Name: Jamon Hill

By:


Printed Name: Peter Konan

Title: Deputy CPO

Title: President IOMEDIA
a division of Ticketmaster

Date: October 9, 2017

Date: 10/5/17

Order Form No. 1

This Order Form is subject to and made in accordance with the Independent Contractor Agreement for Services dated June 7, 2017, (the "Agreement"). All capitalized terms not defined herein have the meaning in the Agreement. To the extent any provisions of this Order Form conflict with the provisions of the Agreement, the provisions of the Agreement will control. Any other terms in an Order Form provided by Lessor or on Lessor's website are expressly rejected.

ASU	Order Form Number	Date
Arizona State University	AZA.NCAV.171001	9/7/2017
Attn: Michael Meitin	Tim Tinakorn	
Associate Athletic Director	Studio: Sports & Entertainment	
500 E. Stadium Drive,		
Tempe, AZ, 85287		
Tel: (480) 727-3579		
Mobile:		
Fax:		
Email: michael.meitin@asu.edu		

A. Purchased Services

1. One (1) Premium Club Space
2. Virtual Venue™ Desktop, iPad, Mobile Application License
 1. Arizona State University | Sun Devil Stadium| College Football
 3. Virtual Venue™ | Ticketmaster Archtics Integration License
 4. Virtual Venue™ | Ticketmaster.com Integration License
 5. STP for Seat Upgrade and Season Ticket Relocations

Any additional Purchased Services not outlined within this Order form, to be undertaken pursuant to this Order Form must be set forth in a separate Change Order Form executed by the parties, in accordance with the Agreement.

B. Description of Purchased Services

One (1) Premium Club Space

- IOMEDIA will develop one (1) standard club space at Sun Devil and certain information outlined within the Required Assets Checklist) and reserves the right to visit the venue in person based on the provided files.

Virtual Venue™ Desktop, iPad, Mobile Application License

Virtual Venue™ Desktop Technology Includes:

- Architecturally detailed, realistically rendered, and highly accurate 3D model of ASU's venue (IOMEDIA requires CAD files and certain information outlined within the Required Assets Checklist) and reserves the right to visit the venue in person based on the provided files.
 - IOMEDIA will submit a separate invoice for travel expenses associated with an onsite survey with prior ASU approval. Expenses include transportation, lodging and \$50/day food stipend per person. If ASU agrees to reimburse IOMEDIA for any travel expenses, all reimbursable travel expenses must be authorized in writing by ASU in advance of the planned travel and must be consistent with ASU Financial Services Policy FIN 421-01, www.asu.edu/azd/manuals/fin/fin421-01.html. If ASU agrees to reimburse IOMEDIA for any expenses, IOMEDIA will submit all receipts and any required backup documentation to ASU within 60 days after the applicable expenses were incurred. ASU will not be required to reimburse IOMEDIA for any expenses, invoices, or receipts for expenses received after that time. If ASU agrees to reimburse IOMEDIA for any travel expenses, all reimbursable travel expenses must be authorized in writing by ASU in advance of the planned travel and must be consistent with ASU Financial Services Policy FIN 421-01, www.asu.edu/azd/manuals/fin/fin421-01.html. If ASU agrees to reimburse IOMEDIA for any expenses, IOMEDIA will submit all receipts and any required backup documentation to ASU within 60 days after the applicable expenses were incurred. ASU will not be required to reimburse IOMEDIA for any expenses, invoices, or receipts for expenses received after that time.

- An accurate representation of every seat or general seating position within the venue based on the provided seating manifests.
- Up to five (5) individual full screen 360-degree spherical views centrally placed within designated rows for each general seating section (excludes non-traditional seating locations such as external seats of suites, suites, party decks, group suites, or clubs; such locations are subject to additional costs to be agreed upon in writing by the parties).
- The incorporation of ASU's organizations colors, logo, and style guidelines, as may be modified from time to time by ASU within the established Virtual Venue software interface elements (i.e., Nav bar, Info fields, Tour, splash screen, etc.) For clarification, any changes to organization marks, logos, style guidelines or other content that requires 3D content updates, changes and re-renders within the Virtual Venue model post-delivery would be quoted separately and considered a separate scope of work.
- Interactive rollover menus that display seat and pricing information.
- Interactive section dialogue boxes containing seat pricing and benefits.
- 5 mapped navigation views including a top down plan view, and the four cardinal coordinates dependent on the orientation of the venue. [North, South, East, and West] to orient the user to any area within or around the venue.
- Interactive "Compare" feature allowing a user to select two (2) separate 360-degree spherical seating views to be compared side by side and display section, row, seat location, seating price and benefits associated with each view.
- Social Media integration allowing users to send and share direct links of the Virtual Venue™ homepage and individual views through various supported sharing services.

Virtual Venue™ iPad Technology Includes:

- All standard features found within the Desktop technology are functionally available within the Virtual Venue™ iPad Technology with adjustments to user interface and design to work within reduced screen sizes and/or supported resolutions.
- Virtual Venue™ iPad Technology may differ in how a user interacts onscreen with it and the look and feel from the Desktop version.
- Virtual Venue™ iPad Technology is not supported on any device and/or operating system combination not listed within the IOMEDIA Hosting & Technology Appendix, as amended from time to time, a copy of which can be located on Our online contract portal {The IOMEDIA "Hosting & Technology Appendix"). IOMEDIA will not be responsible to cure or resolve any software or hardware issues caused by using any part of the Virtual Venue™ iPad Technology on any unsupported device.

Virtual Venue™ Mobile Technology Includes:

- All features and aspects of the adaptive mobile website will not exactly match that of the desktop application as it is designed to work within the mobile ecosystem.
- The mobile website has a different UX, menu's, and represents content in a manner that is best consumed on a phone.
- Aspects of the desktop application will change based on the launch of the mobile website as they are tied together.
- The latest Virtual Venue™ and Virtual Venue™ Mobile technology is driven from a unified code base; certain content updated in one of these applications will automatically updated in the other.
- The Virtual Venue™ Mobile technology is a non-integrated mobile website and does not integrate with any Ticketmaster technology.

Virtual Venue™ | Ticketmaster Archtics Integration License

The Virtual Venue™ Ticketmaster Integration provides a real-time 3D section-by-section overview of available seats based on live inventory managed within the Ticketmaster Archtics system. The following functionality is included within the integration if License and system requirements are met.

Full Season, Fixed Mini-Plan, & Individual Event Ticket Purchases:

- The Virtual Venue™ Archtics integration "Buy Flow" enables consumers with or without an existing Account Manager account to review current availability for full season tickets, fixed mini-plan tickets, and single event tickets and select seats for purchase through the 3D interactive Virtual Venue™.
- Once seats are selected through the Virtual Venue™ interactive experience, users will be prompted to either create an account or log into an existing account to complete the ticket purchase.
- All ticket plans and individual event tickets must be manifested/sold through Archtics/Account Manager.
- Integration services are not supported for tickets sold through Ticketmaster Host services (ticketmaster.com).

Season Ticket Holder Upgrades and Relocations:

- Existing season ticket holders may relocate or upgrade their desired seats through the Virtual Venue™ | Archtics integration.
- Once seats have been upgraded or relocated through the 3D interactive Virtual Venue™ for an account, all remaining inventory updates within Archtics are processed in real time and displayed as available/unavailable seats within the Virtual Venue™.
- As part of the Virtual Venue's integration with Archtics, user details, plan details, pricing, seating information and inventory are pulled directly from the Archtics database and shown to users within the Virtual Venue™ experience.
- Specific setup requirements including plan/event setup, price codes, ticket types, classes and sell location rules are necessary to integrate with the Virtual Venue™.

ASU must meet the following minimum requirements for the Virtual Venue™ Ticketmaster Integration to be enabled:

- Must employ Ticketmaster Archtics, Account Manager, and ATS services that comply with the IOMEDIA Hosting & Technology Appendix.
- Must provide seating manifest and source to target price code mapping to IOMEDIA.
- IOMEDIA Ticketmaster Integration supports:
 - Up to 4-letter price/source code (We also accept multiple character parent price codes).
 - Full to Full plans
 - Full to Partial plans
 - Partial to Full plans
 - Partial to Partial upgrades and relocations
 - If a plan or event is static, then a user can relocate.
 - This includes deposits or dummy events to a real target event (i.e., event "DEPOSIT" targets into 17 FULL)
- IOMEDIA Ticketmaster Integration does not support:
 - Custom or Flex mini-plans
 - Contract or multi-year ticket plans
 - Without STP license we do not support additional or less seats during upgrades / relocations

Virtual Venue™ | Ticketmaster.com Integration License

The Virtual Venue™ Ticketmaster.com Integration provides the same accurate and highly detailed views from the Virtual Venue™ to a variety of additional Ticketmaster channels. Views are up to date with the latest changes and updates contracted through the Virtual Venue™ and optimized to work within Ticketmaster platforms.

Ticketmaster.com Integration:

- Views are available within these Ticketmaster platforms:
 - TM.com via the ISM
 - Best Available
 - TM+ (Resale) via the ISM
 - TM Mobile App
- All seats will be mapped to the closest available view
- Only static versions of views produced for the Virtual Venue™ will be available

STP for Seat Upgrades and Season Ticket Relocation

IOMEDIA will work closely with ASU and its partners to design, develop, and implement a Season Ticket Portal ("STP") web application for ASU as a tool to manage (in conjunction with various Ticketmaster Web Services) current or new season ticket customers or prospects.

Season Ticket Portal Technology Includes:

- Integration of Account Holder's ticket plan details as provided by Archtics including games and seat locations within Calendar, Smartview, Fulfillment, and Invoice Modules
- Season Ticket Portal™ Smartview for each account (requires active Virtual Venue™ License)
- Integrated Social feeds as provided by the ASU (STP supports Twitter, Instagram, and Facebook)
- Editable Season Ticket Holder Event calendars
- Standard designed invoice for print (See Invoice PDF for examples and advanced options and associated fees)
 - Additional fees apply to replicate an existing paper invoices for the "print" tab.
- Online payment fulfillment through Archtics integration (Not all features from Account Manager are compatible with the IOMEDIA online Fulfillment Module)

Ticketmaster Integration features:

- TM Single Sign On
 - IOMEDIA authenticates STP login against Ticketmaster's Account Manager credentials.
 - After login to STP is successful using Account Manager's username and password specified links from within the STP to Ticketmaster's Account Manager resolve in a logged in state.
 - Account Manager only supports "Deep Linking" to its logged in home page
- Account Holder Information
 - Using multiple API Calls integrated with Archtics, IOMEDIA retrieves descriptive information about the Season Ticket Holder such as Name, Address, contact information, and seats on Account (See User Guide for full list and details)
 - Not all information provided by Archtics APIs are actionable within the STP
 - IOMEDIA uses this information to customize the web site experience for each user
- Account Holder Access and Restriction
 - IOMEDIA restricts access to the STP based on a list of Plans and/or events in the ITEM SET named #IOM-STH-SET maintained in Archtics
 - The Logged in STP experience is limited to users who have a plan or event SOLD onto their account that appears in the above-mentioned ITEM SET
- Invoice Information and display

- IOMEDIA retrieves specific Invoice information from Archtics for use within the invoice module.
- ASU must specifically provide the Invoice description located in Archtics for display within the STP (IOMEDIA and ASU must match specific strings provided) – If specific invoice description is not provided IOMEDIA will pull all the invoices on the account.
- Invoice Payment fulfillment
 - IOMEDIA enables the processing of payments through Ticketmaster's ATS services
 - All payments are processed solely by Ticketmaster
 - Full and partial payments are accepted
 - The selection and assignment of Payment Plans is supported
 - IOMEDIA does not maintain any customer personally identifiable information
 - IOMEDIA does not store, capture, or maintain customer credit card information

Enhanced Virtual Venue/STP Sales Package;

- Sell new static plans and GA events (not a best available buy flow, ask for details) through the STP in Public and Logged-in states
 - Can be used to pre-package prices and quantities of tickets, i.e., membership minimum, ticket minimums, price minimums, etc.
 - Can be used to purchase into a wait list or RSVP event
- New Season Sales can be sold through the STP, using the IOMEDIA 3D Seat Map.
- Create a new Account – Stored in Archtics
 - Fans can create a new account to buy new Season Tickets within STP front end
- Season Ticket Relocation Process
 - Run annual Season Ticket Holder Relocation event through the Season Ticket Portal
 - Allow fans to leave process with a different number of seats and/or a different price code than they began the process with
 - Preview season ticket availability before it's the customer's time to go and select seats
 - Full integration with TM Scheduler

IOMEDIA Technologies | Additional Information

Maintenance:

IOMEDIA provides phone support and contact information from 9AM-6PM EST Monday through Friday. Yearly maintenance and support are included for changes to the following elements per season:

- Pricing changes that work within the deployed design template and existing price breaks within the Virtual Venue™
- Benefits descriptions that work within the deployed design template.

C. Estimated Schedule & Key Scheduling Dates

Virtual Venue™ Desktop, iPad, Mobile & Ticketmaster Integration License

Estimated Final Delivery Date: Wednesday, March 28, 2018 (The "Project End Date"). Confirmation of the Project End Date will be provided once ASU has provided IOMEDIA with necessary resource files.

For IOMEDIA to plan its production resources to meet ASU's deadlines on this project, this "Order Form" needs to be executed *and returned to IOMEDIA* by Tuesday, January 2, 2018 to ensure delivery by the Project End Date. **Time shall be of the essence with respect to the delivery dates provided for above.**

If IOMEDIA does not receive the executed "Order Form" by 9/20/17, IOMEDIA reserves the right to *either proceed with work for other clients during this period or extend delivery by the amount of time necessary for IOMEDIA to meet previous commitments and newly agreed to commitments of both parties*".

All files listed in the Required Assets Checklist must be provided to IOMEDIA by 1/2/18 (the "Date of Production"). Failure to deliver required files within six (6) days from the Date of Production will result in a change in the Project End Date. The failure by ASU to deliver all required files within six (6) from the Date of Production will result in a change in delivery date and may incur additional charges. Further, if ASU cannot provide any part of the requested files, IOMEDIA reserves the right to extend the project delivery timeline and deliver a final product that is a reasonable representation based on the information that has been provided by ASU. In no event, shall IOMEDIA be liable for any delays caused by ASU's failure to (i) deliver the required files in a timely manner or (ii) deliver complete files.

D. Representatives

<i>IOMEDIA Representative</i>	<i>Phone Number</i>	<i>Email Address</i>
Tim Tinakorn	Office (310) 951-1205	tim.tinakorn@io-media.com

ASU Representative	Phone Number	Email Address	
Michael Meitin	(480) 727-3579	michael.meitin@asu.edu	
Invoice Schedule	Amount	Invoice Date	License Period
License Year 1 Payment	\$24,000.00	Upon Execution of Order Form	3/28/18- 6/5/18
License Year 2 Payment	\$24,000.00	9/20/18	6/7/18- 6/6/19
License Year 3 Payment	\$24,000.00	9/20/19	6/7/19- 6/6/20
License Year 4 Payment (upon mutual written renewal)	\$24,000.00	9/21/20	6/7/20- 6/6/21
License Year 5 Payment (upon mutual written renewal)	\$24,000.00	9/21/21	6/7/21- 6/6/22
Order Form Total	\$120,000.00		

E. License Term

	Start Date	End Date
Standard Club Space	3/28/18	6/6/20
Virtual Venue™ Desktop, iPad, Mobile License	3/28/18	6/6/20
Virtual Venue™ Ticketmaster Archives Integration License	3/28/18	6/6/20
Virtual Venue™ Ticketmaster.com Integration License	3/28/18	6/6/20
STP for Seat Upgrades and Season Ticket Relocation	3/28/18	6/6/20

F. License Payment Terms

IOMEDIA will invoice ASU in accordance with the following Payment Schedule. ASU shall pay in full each invoice submitted by IOMEDIA within thirty (30) days after ASU's receipt of such invoice.

ASU may exercise the option to terminate all IOMEDIA purchased services under this Amendment after License Year 3. If this option is exercised all outstanding and future License Year payments under this Amendment will become immediately payable to IOMEDIA in full. For clarification purposes, ASU agrees to make payments to IOMEDIA totaling \$120,000 if the Amendment is terminated.